



COMDTINST 5740.5C
SEP 9 1993

COMMANDANT INSTRUCTION 5740.5C

Subj: WORKING AGREEMENTS BETWEEN THE NOAA NATIONAL DATA BUOY CENTER (NDBC) AND THE UNITED STATES COAST GUARD (USCG);
SUPPORT FOR NDBC IN THE PACIFIC AND ATLANTIC AREAS.

1. PURPOSE. Promulgates revised working agreements between the Coast Guard and NDBC. The intended users are Area and District level cutter program managers and Commanding Officer's if cutters involved with servicing NOAA data buoys.
2. ACTION. Area and district commanders and commanders of maintenance and logistics commands shall ensure compliance with the provisions of this instruction.
3. DIRECTIVES AFFECTED. COMDTINST 5740.5B is cancelled.
4. DISCUSSION. The working agreements between the Coast Guard and NDBC have been updated. Enclosures (1) and (2) are copies of these revised agreements. The Headquarters Program Manager for the Data Buoy Program is Commandant (G-NSR).
5. PROCEDURES.
 - a. Area Commanders. Area Commanders shall coordinate all data buoy support activities within their areas and maintain records necessary to execute these agreements and monitor resource utilization.
 - b. Maintenance and Logistics Commands and District Commanders. Maintenance and Logistics Commands and District Commanders shall provide shore facilities and services called for in these agreements.

COMDTINST 5740.5C

- c. Commanding Officers. Cutters conducting NDBC operations shall record NDBC hours the marine science activity (MSA) employment category, and include the number of sorties/hours used for NDBC in the remarks section of the Abstract of Operations.

/s/

R. C. HOULE

Acting Chief, Office of Navigation
Safety and Waterway Services

Encl: (1) Working Agreement Between NOAA National Data Buoy Center (NDBC) and the United States Coast Guard for NDBC Support in the Atlantic Area.

(2) Working Agreement Between NOAA National Data Buoy Center (NDBC) and the United States Coast Guard for NDBC Support in the Pacific Area.

**WORKING AGREEMENT BETWEEN
THE NATIONAL DATA BUOY CENTER (NDBC)
AND
THE UNITED STATES COAST GUARD (USCG)
FOR
NDBC SUPPORT IN THE ATLANTIC AREA**

Article I - Introduction

This working agreement between the Director, National Data Buoy Center, and the Chief, Office of Navigation Safety and Waterway Services, United States Coast Guard, recognizes the support requirements of NDBC within the NOAA/USCG overall agreement, dated 27 March 1972, and is in specific compliance with Article VII thereof. The National Data Buoy Center has been assigned the task of establishing and maintaining a meteorologic/oceanographic data collection system in the Atlantic Area. The Coast Guard operates cutters, aircraft, and shore facilities for various missions and is authorized to use these resources to support other federal agencies. The purpose of this agreement is to establish the support mechanism for the data collection system.

Article II - Responsibilities

A. Concept of Operations

Commander, Coast Guard Atlantic Area shall coordinate requests for NDBC support within the Coast Guard Atlantic Area. NDBC shall request support through CG LANTAREA, or directly from the appropriate District Commanders as authorized by LANTAREA.

B. Support

1. Commander, Coast Guard Atlantic Area shall:
 - a. Provide vessel support (scheduled and unscheduled) up to 141 days per fiscal year for deployment, maintenance, and recovery of data collection systems.
 - b. Provide vessel support in excess of 141 days per fiscal year, as mission priorities allow, only upon receipt of specific guidance from the Chief, Office of Navigation Safety and Waterway Services, U.S. Coast Guard.
 - c. Provide aircraft and boat support in lieu of vessel support for minor maintenance missions.
 - d. Safety requests for unscheduled vessel deployment as practicable within constraints of Coast Guard mission priorities.

Encl. (1) TO COMDTINST 5740.5C

2. Maintenance and Logistics Command, Atlantic, and District Commanders responsible to Commander, Coast Guard Atlantic Area shall provide as available:
 - a. Dockside space to allow NDBC personnel and NDBC support contractor personnel to perform buoy refurbishment, assembly and testing.
 - b. Utility services dockside to accommodate refurbishment of buoys (including electrical power, fresh water, and FTS telephone) and material handling services using Coast Guard owned equipment.
 - c. Shoreside storage space as agreed to between NDBC and Coast Guard.
 - d. Industrial support, as available, on a reimbursable basis.
 - e. Contracting and purchase order service as available within Coast Guard resources.
 - f. Logistic support for staging and shipping equipment.
 - g. Site documentation, licenses, use agreements, design coordination and other approvals for installation on Coast Guard property as mutually agreeable.
3. The National Data Buoy Center shall:
 - a. Establish firm ready-for-sea dates for all buoy operations and provide message confirmation to CG LANTAREA (or District Commander as authorized) two weeks in advance of the scheduled sailing time.
 - b. Make specific requests for unscheduled vessel, aircraft, or boat support at the earliest possible date.
 - c. Provide all special material handling equipment required shoreside.
 - d. Furnish technicians as required to repair and maintain buoys and associated equipment.
 - e. Submit any request for vessel support in excess of 141 days per fiscal year to the Chief, Office of Navigation Safety and Waterway Services, U.S. Coast Guard.
 - f. Make every effort to reduce the amount of Coast Guard vessel support required and plan transportation requests in conjunction with Coast Guard missions when possible.

Article III - Term, Review and Modification

This agreement shall be effective upon signature of both approving officials and shall remain in effect until modified or terminated. Unless modified earlier, the parties shall jointly review this agreement sufficiently in advance of each anniversary date to determine whether the agreement should be continued in its present form or be modified. This agreement may be terminated at any time by mutual agreement or unilaterally with at least one year advance written notice by either party.

This agreement is entered into and effective on SEP 9 1993 1993

/s/ ROBERT C. HOULE
for Chief, Office of Navigation
Safety and Waterway Services
United States Coast Guard

/s/ JERRY C. McCALL
Director
National Data Buoy Center

**WORKING AGREEMENT BETWEEN
THE NATIONAL DATA BUOY CENTER (NDBC)
AND
THE UNITED STATES COAST GUARD
FOR
NDBC SUPPORT IN THE PACIFIC AREA**

Article I - Introduction

This working agreement between the Director, National Data Buoy Center, and the Chief, Office of Navigation Safety and Waterway Services, United States Coast Guard, recognizes the support requirements of NDBC within the NOAA/USCG overall agreement, dated 27 March 1972, and is in specific compliance with Article VII thereof. The National Data Buoy Center has been assigned the task of establishing and maintaining a meteorologic/oceanographic data collection system in the Pacific Area. The Coast Guard operates cutters, aircraft, and shore facilities for various missions and is authorized to use these resources to support other federal agencies. The purpose of this agreement is to establish the support mechanism for the data collection system.

Article II - Responsibilities

A. Concept of Operations

Commander, Coast Guard Pacific Area shall coordinate requests for NDBC support within the Coast Guard Pacific Area. NDBC shall support through CG PACAREA, or directly from the appropriate District Commander as authorized by PACAREA.

B. Support

1. Commander, Coast Guard Pacific Area shall:

- a. Provide vessel support (scheduled and unscheduled) up to 140 days per fiscal year for deployment, maintenance, and recovery of data collection systems.
- b. Provide vessel support in excess of 140 days per fiscal year, as mission priorities allow, only upon receipt of specific guidance from the Chief, Office of Navigation Safety and Waterway Services, U.S. Coast Guard.
- c. Provide aircraft and boat support in lieu of vessel support for minor maintenance missions.
- d. Satisfy requests for unscheduled support as practicable within constraints of Coast Guard mission priorities.

Encl. (2) TO COMDTINST 5740.5C

2. Maintenance and Logistics Command, Pacific, and District Commanders responsible to Commander, Coast Guard Pacific Area shall provide as available:
 - a. Dockside space to allow NDBC personnel and its contractor personnel to perform buoy refurbishment, assembly and testing.
 - b. Utility service dockside to accommodate refurbishment of buoys (including electrical power, fresh water, and FTS telephone) and material handling services using Coast Guard owned equipment.
 - c. Shoreline storage as agreed to between NDBC and the Coast Guard.
 - d. Industrial support, as available, on a reimbursable basis.
 - e. Contracting and purchase order service as available within Coast Guard resources.
 - f. Logistic support for staging and shipping equipment.
 - g. Site documentation, licenses, uses agreements, design coordination and other approvals for installation on Coast Guard property as mutually agreeable.
3. The National Data Buoy shall:
 - a. Establish firm ready-for-sea dates for all buoy operations and provide message confirmation to CG PACAREA (or District Commander as authorized) two weeks in advance of the scheduled sailing time.
 - b. Make special requests for unscheduled vessel, aircraft, or boat support at the earliest possible date.
 - c. Provide all special material handling equipment required shoreside.
 - d. Furnish technicians as required to repair and maintain buoys and associated equipment.
 - e. Submit any request for vessel support in excess of 140 days per fiscal year to the Chief, Office of Navigation Safety and Waterway Services, U.S. Coast Guard.
 - f. Make every effort to reduce the amount of Coast Guard vessel support required and plan transportation requests in conjunction with Coast Guard missions when possible.

Article III - Term, Review and Modification

This agreement shall be effective upon signature of both approving officials and shall remain in effect until modified or terminated. Unless modified earlier, the parties shall jointly review this agreement sufficiently in advance of each anniversary date to determine whether the agreement should be continued in its present form or be modified. This agreement may be terminated at any time by mutual agreement or unilaterally with at least one year advance written notice by either party.

This agreement is entered into an effective on SEP 9 1993
1993.

/s/ ROBERT C. HOULE
for Chief, Office of Navigation
Safety and Waterway Services
United States Coast Guard

/s/ JERRY C. McCALL
Director,
National Data Buoy Center